

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	Chapter 11
)	
W.R. GRACE & CO., et al.,)	Case No. 01-1139(JKF)
)	
Debtors.)	Jointly Administered
)	

**STIPULATION FOR THE ENTRY OF AN ORDER GRANTING THE
MOTION OF BNSF FOR CLARIFICATION OF THE CASE
MANAGEMENT ORDER FOR THE ESTIMATION OF ASBESTOS
PERSONAL INJURY LIABILITIES AND ACCOMPANYING QUESTIONNAIRE**

This stipulation is entered into this 18th day of January, 2006, between W. R. Grace & Co. and its affiliates (collectively, the “Debtors”) and BNSF Railway Company and its predecessor corporations (collectively “BNSF”).

WHEREAS, on April 2, 2001 (the “Petition Date”), the Debtors commenced their respective reorganizations by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;

WHEREAS, on August 29, 2005, this Court entered a Case Management Order [Docket No. 9301] regarding the estimation of asbestos PI pre-petition litigation claims (the “PI CMO”);

WHEREAS, the PI CMO required all holders of asbestos PI pre-petition litigation claims to complete the W. R. Grace Asbestos Personal Injury Questionnaire (the “PI Questionnaire”);

WHEREAS, on December 22, 2005, the Motion of BNSF for Clarification of the Case Management Order for the Estimation of Asbestos Personal Injury Liabilities and Accompanying Questionnaire was filed in these proceedings [Docket No. 11422] (the “Motion”). The Motion requests clarification as to whether the PI CMO requires BNSF to complete PI Questionnaires for any contract, contribution, or indemnity claims it intends to assert against the Debtors relating to asbestos/vermiculite personal-injury actions;

WHEREAS, BNSF has stated that the vast majority of the information sought in the PI Questionnaire is neither known nor accessible to BNSF for contribution or indemnity claims it intends to assert.

NOW, THEREFORE, the Parties hereby stipulate as follows:

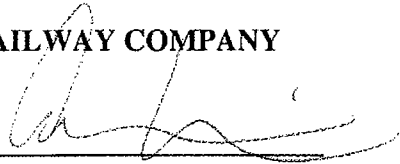
1. The relief requested in the Motion is not opposed.
2. To the extent that the Case Management Order is directed to certain classes of claimants, it does not mandate completion of the PI Questionnaire for the contract, contribution, or indemnity claims BNSF has or intends to assert against the Debtors relating to asbestos personal-injury and wrongful death claims.
3. Each party executing this Stipulation represents that such party has the full authority and legal power to do so. This Stipulation may be executed in counterparts. Each counterpart, together with the others, shall constitute one and the same instrument. The parties further agree that facsimile signatures shall be deemed to be original. This Stipulation shall be binding upon and inure to the benefit of each of the parties, and upon their respective assignees, successors and/or partners.
4. This Stipulation constitutes the complete expression of the agreement concerning the subject matter. No modification of or amendment to this Stipulation shall be valid unless it is in writing and signed by the party or parties to be charged.
5. This Stipulation is subject to the approval of the Bankruptcy Court after hearing duly noticed, including the entry of the attached Order by consent.

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IT IS STIPULATED AND AGREED:

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Dated: January 18, 2006